

1 BILL NO. S-83-09-14

2 SPECIAL ORDINANCE NO. S-197-83

3 AN ORDINANCE approving an Agreement
4 for Sewer Extension between WPTA-TV,
5 Pulitzer Broadcasting and the City
6 of Fort Wayne, in connection with the
7 Board of Public Works.

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
9 OF THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. That the annexed Agreement, made a part
11 hereof, by the City of Fort Wayne by and through its Board of
12 Works and WPTA-TV, Pulitzer Broadcasting, for Sewer Extention, is
13 hereby ratified, and affirmed and approved in all respects. The
14 work under said Agreement requires:

15 This is an Agreement between WPTA-TV, Pulitzer
16 Broadcasting and the City for constructing a
17 sanitary sewer as follows:

18 SANITARY Sewer

19 Beginning at an existing sewer located 1430 +
20 feet South and 10 + feet East of the Northeast
21 Corner of the Northwest $\frac{1}{4}$ of Sec. 33, Township
22 31 North - Range 12 East Allen County, Indiana;
23 thence North and parallel with the East line
24 of said NW $\frac{1}{4}$ a distance of 590 + L.F.; thence
25 Northwesterly, deflecting 66o-35 feet left a
26 distance of 350+ L.F.; thence NW by deflecting
27 20o-12 feet right a distance of 400+ L.F. to
28 a manhole which is 422+ feet South and 605+
29 feet West of the Northeast Corner of said
30 Northwest One-Quarter;

31 the Agreement price is Twenty-Five Thousand Dollars (\$25,000.00)
32 to be paid by developer, WPTA-TV.

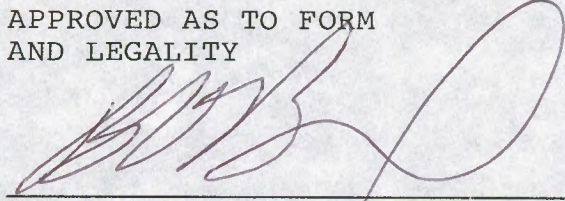
33 SECTION 2. Prior Approval was received from Council
34 with respect to this Agreement on September 6, 1983. Two (2)
35 copies of the Agreement attached hereto are on file with the
36 City Clerk and are available for public inspection.

37 SECTION 3. That this Ordinance shall be in full force
38 and effect from and after its passage and any and all necessary
39 approval by the Mayor.

Page Two

Councilmember

APPROVED AS TO FORM
AND LEGALITY



Bruce O. Boxberger, City Attorney

FOX RIVER BOND
25% COTTON

Read the first time in full and on motion by Scruggs, seconded by Delmon, and duly adopted, read the second time by title and referred to the Committee City Politics (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock 11.M., E.S.T.

DATE: 9-13-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Delmon, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-27-83

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-197-83 on the 27th day of September, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy
CITY CLERK

Ray A. Ebert
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of Sept., 1983, at the hour of 11:30 o'clock 11.M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 30th day of September 1983, at the hour of 12 o'clock P..M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

73-151-31
8/17/83
H.I.

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate this 17th day of August 1983, by and between Artisans-Stauffer, Inc., an Indiana Corporation, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY," WITNESSETH:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows:

Description of Sanitary Sewer Mains within FoxChase Condominiums

Sanitary Main Number 1

Commencing at an existing Manhole at Station 0 plus 00, said Manhole being located at the south property corner of Lot 291 as platted in Concordia, Section G; thence southwesterly a distance of 210 feet to Manhole #1 at Station 2 plus 10, said Manhole being located on the south right-of-way line of FoxChase Run; thence southwesterly within an easement running along the south line of FoxChase Run a distance of 275 feet to Manhole #2 at Station 4 plus 85; thence continuing southwesterly along the right-of-way of FoxChase Run a distance of 375 feet to Manhole #2 at Station 8 plus 60; thence continuing southwesterly a distance of 285 feet to Manhole #4 at Station 11 plus 45; thence continuing northwesterly within an easement along the south right-of-way line of FoxChase Run a distance of 400 feet to Manhole #5 at Station 15 plus 45; then westerly within an easement along the south right-of-way line of FoxChase Run a distance of 270 feet to Manhole #6 at Station 18 plus 15. Said Manhole #6 terminates the description of Sanitary Sewer Main #1.

Sanitary Lateral Number 1

Commencing at the above referenced Manhole #1 at Station 2 plus 10, said Manhole being located along the south right-of-way of FoxChase Run, thence easterly a distance of 330 feet to Manhole #1-A at Station 3 plus 30; thence southeasterly within an easement along the south right-of-way of FoxChase Run a distance of 185 feet to Manhole #1-B at Station 5 plus 15. Said Manhole #1-B terminates the description of Sanitary Lateral #1.

in accordance with plans, specifications and profiles heretofore submitted to and approved by "CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as the FoxChase Condominiums as drawn by Turnbell Engineering Company dated July 15, 1983 which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the "OWNER" has an interest, but also in adjoining land areas and;

WHEREAS, the cost of construction of said sewer is represented to be \$ 70,066.00 .

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

aintenance shall be borne by the CITY.

2. CONSTRUCTION COST

The DEVELOPER agrees to pay the entire cost and expense of construction of said sewer, in cash, including CITY engineering and inspection fees, and to hold the CITY harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER

Said sewer, when accepted by the CITY, will initially serve the following described real estate of the "DEVELOPER".

The East 980.0 feet of the North 865.0 feet of the Northwest One-Quarter of Section 33, Township 31 North, Range 12 East, Allen County, Indiana, containing 19 acres.

As the DEVELOPER will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the CITY for connections to CITY sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA

An area connection charge of \$610.00 per acre must be paid to CITY at the time of connection. This area connection charge is in addition to the local (cost of construction) charge as set forth above, and represents the oversizing cost expended by CITY for sewer lines in Resolution No. 65-314-7, Recorded under 78-12126. It is understood that one-half ($\frac{1}{2}$) of the developer's acreage will be subject to said area connection fees immediately upon the execution of this document, which constitutes the North 9.5 acres. Further, it is understood that any construction, whatsoever, within the area of the South 9.5 acres; said area connection fees will be due and payable at the time of submittal of improvement plans for construction permit, whether it be commercial or residential.

5. BOND

This contract is subject to DEVELOPER furnishing a satisfactory 25% Guaranty Bond at time of submittal of Completion Affidavit for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the CITY.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The DEVELOPER, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof. Pursuant to Burns Indiana Statutes Annotated I. C. 19-2-7-16, 17 and 18.

In further consideration and to induce CITY to execute and ratify this contract, said DEVELOPER, for himself, his successors and assigns, agrees by this contract to vest in CITY the permanent right at its discretion to annex to the CITY of Fort Wayne any further time by duly authorized ordinance the said real estate described in Article 3 herein.

DEVELOPER further agrees that any deeds, contracts, or other instruments of conveyance made by the DEVELOPER, its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from the DEVELOPER, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser, and their successors in title.

The DEVELOPER further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) day of its adoption and approval by the Common Council of CITY as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of CITY who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by CITY of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

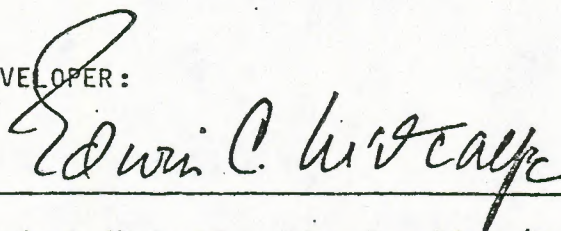
It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Refer to I. C. 19-2-7-16, 17 and 18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

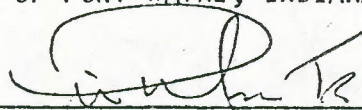
DEVELOPER:



Edwin C. Metcalfe, Vice President/General Manager
For WPTA-TV, Pulitzer Broadcasting Company

CITY OF FORT WAYNE, INDIANA

BY:



Winfield Moses, Jr., Mayor

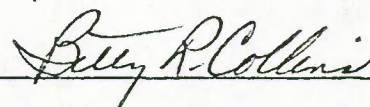
BOARD OF PUBLIC WORKS

BY:



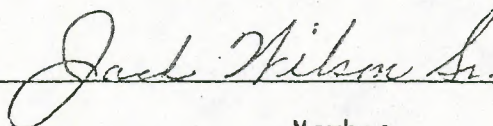
Steven A. Bailey, Chairman

BY:



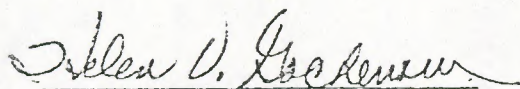
Betty R. Collins, Member

BY:



Member

ATTEST:



Clerk

APPROVED AS TO FORM AND LEGALITY:

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edwin C. Metcalfe, Vice President/General Manager, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 19th day of August, 1983.

William E. Dymondal

NOTARY PUBLIC

Resident of Allen County, Indiana

My Commission expires:

December 14, 1984

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Winfield Moses, Jr., Mayor, City of Fort Wayne, Indiana and Steven A. Bailey, Chairman, Board of Public Works, and Betty R. Collins, and Jack Wilson, Sr. , members, respectively, of the Board of Public Works, and acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 24th day of August, 1983.

Thelma A. Morris
Thelma A. Morris
NOTARY PUBLIC
Resident of Allen County, Indiana

My commission expires:

8/2/87

BILL NO. S-83-09-14

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving an Agreement for Sewer Extension between
WPTA-TV, Pulitzer Broadcasting, and the City of Fort Wayne, in connection
with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE PASS.

VICTURE L. SCRUGGS, CHAIRMAN

SAMUEL J. TALARICO, VICE CHAIRMAN

DONALD J. SCHMIDT

MARK E. GIAQUINTA

PAUL M. BURNS

Victure Scruggs
Samuel J. Talarico
DD Schmidt
Mark Giaquinta
Paul M. Burns

Concurred in 9-27-83

Sandra E. Kennedy

64.17

Admn. Appr.
TITLE OF ORDINANCE Agreement for Sewer Extension between WPTA-TV, Pulitzer Broadcasting & City

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This is an Agreement between WPTA-TV, Pulitzer Broadcasting & City for constructing a sanitary sewer as follows:

SANITARY SEWER

Beginning at an existing sewer located 1430 + feet South and 10+ feet East of the Northeast Corner of the Northwest 1/4 of Sec. 33, Township 31 North - Range 12 East Allen County, Indiana; thence North and parallel with the East line of said NW 1/4 a distance of 590+ L.F.; thence Northwesterly; deflecting 66°-35 feet left a distance of 350+ L.F.; thence NW by deflecting 20°-12 feet right a distance of 400+ L.F. to a manhole which is 422+ feet South and 605+ feet West of the Northeast Corner of said Northwest One-Quarter.

PRIOR APPROVAL RECEIVED 9/6/83

EFFECT OF PASSAGE Improved sewer conditions at WPTA-TV

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$25,000 to be paid by developer, WPTA-TV

ASSIGNED TO COMMITTEE